FOR MYSORE STATE

Food and Agriculture (1950) Department.

Ms SERIES.

G.O. NO. 301 (Food and Agriculture)

301

Dated 20th February 1950

[Despatch Abstract.]

Agriculture. — Experiments — Lands taken lease by the Agricultural Department — Lease Deeds — Specimen ~~form~~ — Approved.

Food and Agricultural Department.

Rx Memorandum No. 41307 K /49 -1 dated 1..10..1949.

Sub: AGRICULTURE - Experiments - Lease of Lands - Lease deeds - Draft form of Lease ddeds.

* * * *

It has been observed that the lease deeds relating to the lease of lands for Agricultural experiments etc generally do not agree in form or wording. It has been ~~therefore~~ suggested that a draft form of lease deeds which can be used in such cases may be prepared. If such a standard form is prescribed, besides securing uniformity, it will avoid the correction of lease deeds after execution or in some cases as it now happens, the first execution of deeds. The Director of Agriculture is xxxxxx therefore requested to prepare a draft form in consultation with the Government Solicitor and submit it to Government for approval.

To The Director of Agriculture,
copy to Government Solicitor.

/true copy/

v.n.m.
18/6

compared by

From

H.M. Small Esq., M.A.LL.B,

Government Solicitor,

M a d r a s.

To

The Asst. Secretary to Government

Food and Agriculture Department.

Madras.

No. 3695 dated the 8th October 1949.

Sir,

Agriculture - Experiments - Lease of lands

Lease ~~deeds~~ leeds - Draft form of lease deeds.

x-x-x-x-

I am in receipt of the copy of your memorandum No. 41307 K/49 -1 dated the 1st instant addressed to the Director of Agriculture, Madras I await receipt of the relevant papers and instructions from the Director of Agriculture.

Yours faithfully,

sd..

Government Solicitor.

Food and Agricult.re Department.

To A.S.

No action is called for on this letter. The Director of Agriculture's reply to the memo at pp.1.2 above may be awaited.

(TRUE COPY)

compared R Mohammad Ali.

J.N.M.
9/6

AGRICULTURE DEPARTMENT.

From

Sri R.K. Sundaram, I.C.S.,
Director of Agriculture,
Chepauk, Madras.

To

The Secretary to Government,
Food and Agriculture Department,
Fort St. George, Madras.

No.X.3 1478/49 dated 19/12/49.

Sir,

Sub: AGRICULTURAL Research Stations - Lease of land Lease deeds - draft form - submitted for approval.

Ref: Government Memorandum No. 41307 K/49-1 (Food and Agricultural Department) dated 1.19.1949.

- - - -

I am ~~xxx~~ enclosing herewith a draft lease deed as amended and approved by the Government solicitor, Madras, I request the same may be approved.

sd. M. Kanthiraj,
for Director of Agriculture.

/true copy/

v.n.m. 19/6

Compared By Sri [illegible].

~~Read by Sri.~~ N. Raghavan

THE INDENTURE OF LEASE made the
day of One thousand nine hundred and fifty
BETWEEN .....
son of .....,
residing /carrying on business under the name of
and the style of.....
hereafter referred to as the Lessor(s) , which
expression, where the context so admits, shall
include his/her/their heirs, executors, administrator
egal representatives and assigns) of the one
art and HIS EXCELLENCY THE GOVERNOR OF MADRAS
hereinafter referred to as the Lessee, which
expression, where the context so admits shall
include his successors in office and assigns) of th
Other Part.

WITNESSETH AS FOLLOWS:

1. The Lessors(s) hereby demise (s) unto the
Lessee all that piece or parcel of land
situated in .....
town/village.....taluk.....
b registration district of .....
and registration district of ,,,,,.....
bearing O.S. No. R.S. No.
:ontaining by a measurement ..... acres or
thereabouts more particularly described in Schedule
A below (hereinafter referred to as the demised
land), belonging to him/her/them with all easements,
apprutenances and advantages, thereto belonging
or usually held or enjoyed therewith , for the
purpose of being used for experiments re
TO HOLD THE SAME unto the Lessee for a term of
year/years from the first day of .....
One thousand nine hundred and fifty/.....

the ..... day of .....one thousand nine hundred and fity the Lessee paying therefore during the said term in ddvance the yearly rent in the first month o of the eaeh year of the least and where the period of the lease still to run, is a not a whol year, ~~the propdt~~

year the proporitionate part of the rent or the first month of such period:

2. The Lessee hereby convenants with the Lessors)

(a) to pay the rent reserved in the month and in the manner aforesaid,

(b) to ~~xx~~ use the demised land for conducting experiments re:

(c) at the expiration of the said term or sooner determination of the lease, forthwith to deliver up the demised land to the Lessor.

(d) to bear and pay the Water charges, if any, payable in respect of water supplied for irrigating the demised land for growing a second or subsequent crop therein.

(e) in case the Lessee ~~xxxxxxx~~ acquires the demised land before the expiry of the said lease in the course of any lease or fasli year only proportionate rent shall be payable for the portion of the year until such acquisition.

3. The Lessor (s) hereby covenants(s) with the Lessee:-

(a) to put the Lessee or his duly authorised representative or representatives in possession of the demised land immediately on at the commencement of the term of lease,

(b) that the Lessee paying the rent hereby reserved and performing and observing the several covenants by the Lessee herein contained may peaceably and quietly hold and enjoy the demised land during the said term without any interuption by the Les sor (s) or any person claiming through under or in trust for him (her/them)

(c) to permit the Lessee during the said term to ereet such structures, permanent or otherwise, as the Lessee may consider necessar and at the expiration of the said term or other determination of the lease to allow the Lessee to remove all or any of such structures before handing over the demised land to the Lessorx (s).

(d) to pay all existing and future taxes, rates, assessments and other outgoings of every description for the time being and from time to time payable in respect of the demised land

(e) in case the Lessee acquires the demisec land as stated in paragraph 2 (e) above before the expiry of this lease, if the rent for portion of a year remaining after the date of such acquisition has been pr paid, to refund the proportionate rent for

rent for the said portion of the year to the Lessor.

4. PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:-

(a) If the Lessee at any time desires to determine the present demise and gives to the Lessee through the Director of Agriculture, Madras or any other authorised representatives thrity clear days(previous notice in writing of such desire pays the proportionate rent and observes and ~~the~~ performs the stipulations and conditions on his part to be observed and performed, then, immediately on the expiry of the said thrity days the present demise and everything herein contained cease and be void but without prejudice to the remedies of either party against the other in respect of any antecedent claim or breach of covenant,

(b) if the Lessee through his duly authorised representative gives to the Lessor not less than Ninety clear days notice in writing prior to the expiration of the term hereby agreed expressing a desire to renew the lease for a further term of one or more year or years and has duly paid the rent hereby reserved and duly observed and performed all the terms and conditions hereof, the Lessor(s) shall grant to the Lessee a now lease of the demised land for such further term at the same rent and upon the same terms and conditions in all respects as are reserved and contained herein including an option to the Lessee for renewal in ~~terms~~ similar to that hereinbefore contained.

IN WITNESS WHEREOF.....

..... the Lessor (s) and

Director of Agriculture, Madras for and on behlaf and by the order and direction of HIS EXCELLENCY THE GOVERNOR OF MADRAS the Lessee, have hereunto subscribed their respective signature.

SCEDULE A.

1.Government inam.

2. Survey number O.S. Resurvey No.

3. (a) Extent Length Breadth

(b) Bounded on the North by

East by

south by and

West by

4. Assessment.

5. Name of registered inamdar or pattadar

6. Name of person in pos session

7. Total rent ag. eed

8. Village in which situated.

9. Taluk.

0. Sub registration distirct.

1. Registration district

12. Any other particulars

13. Remarks.

SCHEDULE B

Calcualtion of rent: The rent of the land in Schedule A shall be claculated at the rate of Rs.....per acre per annum.

IN WITNESS WHEREOF .....

.....the Lessor (s) and Director of Agriculture Madras for and on behalf amd by the order and direction of HIS EXCELLENCY the GOVERNOR OF MADRAS the Lessee, have hereunto subscribed their respective signature.

SIGNED by the above named

.....

in the presence of:

LESSOR(S)

WITNESSES.

WITNESSES:

1. Signature.

2. Designation.

Address.

2. SIGNATURE:

DESIGNATTION

ADDRESS:

SIGNED by the above named

.....

Director of Agriculture

Madras.

LESSEE.

WITNESSES:

1. Signature:

Designation:

Address:

2. Signature:

Designation:

Address:

/true copy/

Dated _____ 1949.

.....

.....

And

HIS EXCELLENCY THE GOVERNOR OF MADRAS.

Draft/-

L E A S E.

~~666~~

H.M.. Small Esq., M.A.LL.B.,

Government Solicitor,

M A D R A S.

Compared - N. Raghavaiah
N. Raghavaiah.

FOOD AND AGRICULTURE DEPARTMENT.

MEMORANDUM NO.41307 K/49-3 dated 17--1-1950

17-1-1950

Sub: AGRICULTURE - Experiments - Lease of lands
Lease deeds - Draft form of lease deeds

Ref: From he Director of Agriculture NoX.3. 1478/49 dated 19.12..1949.

* * * * *

It is not clear whether the yearly rent should be prepaid in or paid in arrear. Clause 3 (e) contemplates the possibility of the rent being prepaid. In any event, the specification of the month of February as the month in which the rent should be paid, irrespective of the month from which the lease period commences is likely to lead to practical difficulties. For instance, the lease may end of the last day of the month of February and if the rent is to be paid in arrear, the lessor will have to wait till the next February for his rent. Again in the case of prepayment, if the lease starts on 1st March, the lessor will have to wait till next February before he can get his rent. It may perhaps be next to make the rent payable, in the case of prepayment, in the first month of the year of lease and in the case of payment in arrear, in the month next succeeding the year of lease.

2. The Director of Agriculture is requested to offer his remarks on the above suggestion.

/true copy/

To
The Director of Agriculture.
v.nm. 19/6

compared by
N. Raghavan.

AGRICULTURAL DEPARTMENT.

From

SRI R.M. SUNDARAM, I.C.S.,

DIRECTOR OF AGRICULTURE,

CHE PAUK, MADRAS.

To

The Secretary to Government,

Food and Agricultural Department,

Fort St. George, Madras.

No.X.3/1478/ 49 dated 2411.50

Sir,

Sub: Agricultural Research Station / Lease of land - Lease deeds - draft form.

Ref: Government Memo 41407 K/49-3 d/~~1711.50~~ 17-1-50

I agree with the Government's view to make~~xxx~~ re the rent payable in the first month of the year of lease. There is also a clause for the recovery of exce s payment in case the land is acquired during the year.

sd. R.M. Sundaram,

Director of Agriculture.

¢TRUE COPY¢

v.n.m.

compared N. Rogharan.

Abstract:

AGRICULTURE - Experiments - Lands taken on lease by the Agricultural Department - Lease Deeds - Specimen form ~~from~~ - Approved.

X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*X*

FOOD AND AGRICULTURE DEPARTMENT.

G.O. Ms. No. 301 Dated the 20th February 1950.

READ:

Government Memo No. 41307 K/49 -1 dated 1.10.49.

From the Director of Agriculture Letter No. x.3. 1478/49 dated 19.12.49

From the Director of Agriculture Letter No. x.3. 1478/49 dated 24.1.50

@@*

The Director of Agriculture is informed that lease deeds in respect of lands taken on lease by the Agricultural department for experimental purposes, shall in future be, in the form prescribed in the Annexure to this Order.

(By order of His Excellency the Governor of Madras.)

M.A. Kuttalalingam Pillai,
Secretary to Government.

To

The Director of Agriculture,

Government Solicitor, Madras, with reference to his letter No.3695 dated 8.10.49.

copy to the Development (P & D I) Department.

(TRUE COPY)

Superintendent.

v.n.m. 19/6/

compared By N. Raghavan.

Extracts of Legal Department Note from current file No.53302 P & D I/49

Sub: Suggr cane - Development - Experimental farms - Lease Deeds - Draft form - called for -

/- - - -

xxx xxx xxx x

In this file itself, this department has so far scrutinized three lease deeds including the one at F On previous occasions also, this department has scrutinized some lease deeds relating to the lease of lands for Agricultural experiments. No two lease deeds agree in form or wording. Development may examine separately in consultation with the Director of Agriculture and the question of asking the Government Solicitor to prepare a draft form of lease deed which can be used in such cases. If such a form is prescribed, besides securing uniformity, it will avoid the the correction of deeds after execution or in some cases, as it now happens, the fresh execution of deeds. The draft form may be sent to this department for scrutiny.

xxx 12/4 Devt.

(True extract).

Dev. (P. & D I) Dept.

TO A.S.

Extracts from the Legal note in C.F. No. 53303 P & D I/49, relating to the lease deed of lands in Kulttalai, last of the 4 liason farms for Sugarcane Development under the I.C.S.C. five year scheme, above may be perused. The suggestion at 'A' above is

general question relating to Food and Agriculture Department. This may therefore be transferred to Food and Agriculture Department for necessary action.

Devt. U.O. No.
93656 B & D I /49.1
19/9/49.

Food and Agri. Deptt.

To A.S.

Please see the notes of Development at p. 2 above. A draft memo to the Director of Agriculture is submitted for approval.

(Issued as memo. No. 41307 K/49 1 d/1.x.43
From the Director of Agriculture No. x.3
1478/49 d/19.12.49

To A.S.

Please see the memo to the Director of Agriculture at pp. 1.2 c.f. and his reply at p. 5 c.f. The pencil alterations indicated at p. 11 and 13 c.f. are with reference to the order issued in G.O. No. 3480 (Pub (Services) department dated 13.10.49. The draft lease deed at pp. 7. 13 c.f. calls for no other remarks. The case may be sent to legal for scrutiny of the draft agreement form with reference to B on p. 1. above.

F. & A. U.O. No.41307 K
3.1.50

LEGAL DEPARTMENT.

A on p. 8 c.f.

It is not clear whether the yearly rent should be prepaid or paid in arrear. Clause 3 (e) contemplates the possibility of the rent being prepaid. Food and Agriculture may make this point clear. In any event, the specification of the month of February as the month in which the rent should be paid,

irrespective of the month from which the lease period commences is likely tolead to practical difficulties. For instance, the lease may end on last day of the month of February and if the rent is to be paid in arrear, the lessor will have to wait till the next February for his rent. Again in the case of prepayment, if the lease starts on 1st March, the lessor will have to wait till next February before he can get his rent. It may perhaps be best to make the rent payable, in the case of prepayment, in the first month of the year of lease and in the case of payment in arrear, in the month next succeding the year of lease.

Subject to the above remarks, the alterations indicated in red ink on the draft lease deed at pp. ~~7.13~~ 5-10 c/f may be made.

;al U.D. No.
'6/50-1 d/6-1-50

Food and Agriculture Dept

To A.S.

Please see the legal department(s note at p. 2 . 3 above. The alterations indicated by Legal in red ink on the draft lease deed at pp. 7.13 c.f. may be agreed to. With reference to M on p. 2 above, a draft O.M. to the Director of Agriculture is submitted.

Issued as memo. No. 41307 k /49 3
d/17.1.50

From the Director of Agriculture No. x.
3 1478/49 dated 24.1.50

to A.S.

Please see the Director of Agriculture's letter at p. 17 c.f. with reference to the memo at p .15 c.f. A on p. 8 c.f. has been suitably amended in pencil. Legal may see. It is presumed

that no payment in arrear is contemplated. F. & A. 41307 K/49 4

d/1.2.50

LEGAL DEPARTMENT.

The alteration proposed by Food and Agriculture at A on p. 6 c.f. is to replace the words "the month of Februayy each year " by " 1st month of the year of lease". This alteration by itself is not sufficient as it will leave periods of lease less than a year unprovided for. The portion may therefore be altered as indicated in blue pencil.

Legal U.O. No. 1579/50-
d/3/2/50

Food And Agriculture.

To A.S.

Please see the Legal department's note above. The alterations indicated by ~~Legal~~ Legal may be agreed to draft, order is submitted.

D.S. 15.2.50

(ISSUED AS G.O. Ms. 301, F. & A. d/20.2.50)

/true copy/

v.n.m. 19.6.

Superintendent.

compared by

N. Raghavan